

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE FOR THE TWENTIETH
JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE,
Petitioner,

v.

EVELYN BESS and TINA HARRIS,
individually and doing business as
DIVORCE RELIEF,

Respondents

ASSURANCE OF VOLUNTARY COMPLIANCE

THIS ASSURANCE OF VOLUNTARY COMPLIANCE is given by EVELYN BESS and TINA HARRIS, individually and doing business as Divorce Relief, located in Lebanon, TN to PAUL G. SUMMERS, Attorney General and Reporter for the State of Tennessee and MARK WILLIAMS, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance.

DEFINITIONS

As used in this Assurance and accompanying Agreed Order, the following words or terms shall have the following meanings:

A. "Assurance of Voluntary Compliance" or "Assurance" shall refer to this document entitled Assurance of Voluntary Compliance in the matter of State of Tennessee v. Evelyn Bess and Tina Harris, individually and doing business as Divorce Relief.

B. "Consumer" means any person, a natural person, individual, governmental agency,

partnership, entity, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.

C. "Division" or "Division of Consumer Affairs" shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.

D. "Respondents" shall refer to Evelyn Bess, Tina Harris and Divorce Relief.

E. "Petitioner," "State of Tennessee," or "Attorney General" shall refer to the Tennessee Attorney General & Reporter and the Office of the Tennessee Attorney General.

F. "Tennessee Consumer Protection Act" or "Consumer Act" shall refer to the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. §§ 47-18-101, et seq.

G. "Tennessee Unauthorized Practice of Law statute" or "UPL Act" shall refer to the Unauthorized Practice and Improper Conduct statute and related statutes found at Tenn. Code Ann. §§ 23-3-101, et seq.

WITNESSETH:

Some of the facts and circumstances surrounding the execution of this Assurance are as follows:

A. The Attorney General in conjunction with the Division conducted an investigation of specific business practices of the Respondents. These practices by the Respondents include: (1) advertising to provide legal document preparation services; (2) agreeing to perform services for Tennessee consumers which constitute law business or the practice of law and accepting payment for these services; and (3) engaging in law business or the practice of law by preparing documents for Tennessee consumers when Evelyn Bess and Tina Harris are not attorneys licensed to practice law in the State of Tennessee. Respondents' business practices are more fully described in the State's Petition. As a result of the investigation, the Division and the Attorney General determined that certain acts and practices of the Respondents violated the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, et seq. and the Tennessee Unauthorized Practice and Improper Conduct statute, Tenn. Code Ann. § 23-3-101, et seq.

B. Respondents neither admit nor deny any wrongdoing. Further, pursuant to Tenn. Code Ann. § 47-18-107(c), acceptance of this Assurance by Respondents shall not be considered an admission of a prior violation of the Act.

C. Therefore, pursuant to Tenn. Code Ann. § 47-18-107, Respondents desire to give this Assurance, and the Attorney General desires to accept it, in order to avoid the expense of litigation.

NOW, THEREFORE, acting pursuant to Tenn. Code Ann. § 47-18-107, Respondents give and the

Attorney General accepts the following assurances:

I. JURISDICTION

1.1 Jurisdiction of this Court over the subject matter herein and over the person of the Respondents for the purposes of entering into and enforcing this Assurance and Agreed Order is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply for such further orders and directions as may be necessary or appropriate for the construction, modification, or execution of this Assurance and Agreed Order, including enforcement of compliance therewith and assessment of penalties for violations thereof. Respondents agree to pay all court costs and reasonable attorneys' fees and any costs associated with any successful petitions to enforce any provision of this Assurance and Agreed Order against Respondents.

II. VENUE

2.1 Pursuant to Tenn. Code Ann. § 47-18-107, venue as to all matters between the parties relating hereto or arising out of this Assurance is solely in the Chancery Court of Davidson County, Tennessee. I

II. PERMANENT INJUNCTION

Accordingly, it is hereby agreed that upon approval of the Court, Respondents shall be permanently and forever enjoined and bound from engaging in the practices set forth herein:

A. Unauthorized Practice of Law

3.1 Respondents shall be strictly prohibited from engaging in the practice of law or law business in the State of Tennessee found in Tenn. Code Ann. § 23-3-101(1) and (2);

3.2 Respondents are strictly prohibited from engaging in any act or practice in the conduct of their business that violates Tenn. Code Ann. §§ 23-3-101, et seq. relating to the unauthorized practice of law;

3.3 Respondents and their employees that do not possess a valid State of Tennessee law license shall be strictly prohibited from providing legal advice to Tennessee consumers;

3.4 Respondents and their employees that do not possess a valid State of Tennessee law license shall be strictly prohibited from preparing legal documents such as, but not limited to, wills, divorces, or child custody petitions to Tennessee consumers;

3.5 Respondents shall not appear in any court in the State of Tennessee representing any person or business;

3.6 Respondents shall not make or prepare any filings for any court in the State of Tennessee on behalf of any person or business;

B. Consumer Protection Act

3.7 Respondents shall be prohibited from engaging in any misleading, unfair, or deceptive acts or practices in the conduct of their business. Respondents shall fully comply with all provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, et seq., including but not limited to §§ 47-18-104(a) and (b)(27), which prohibits unfair and deceptive acts and practices;

3.8 Respondents shall be prohibited from using terms or phrases such as "legal," "law," "legal services," "legal aide," or the like that would indicate to Tennessee consumers that the Respondents are providing legal services in the State of Tennessee;

3.9 Respondents shall be prohibited from directly or indirectly making any representations to consumers that a transaction confers or involves rights, remedies, or obligations that it does not have or involve or which are prohibited by law, in violation of Tenn. Code Ann. § 47-18-104(b)(12);

3.10 Respondents shall not use the name "Divorce Relief" or term or phrase of similar import when referring to their business in the State of Tennessee. Without limiting the scope of this provision, Respondents shall immediately cease use of the name "Divorce Relief" and destroy any letterhead, forms, business cards or other documents that use or refer to those names that the Respondents have used or plans to use in Tennessee;

3.11 Respondents are strictly prohibited from directly or indirectly making incorrect, false, misleading, or deceptive statements when attempting to collect money from Tennessee consumers;

3.12 Respondents shall not accept payment or other consideration from any Tennessee consumer for services of any type which Respondents will not actually deliver in a timely fashion or which it is prohibited by law from providing;

3.13 Respondents shall not represent, state, promote, claim, advertise, or imply to any Tennessee consumer that goods or services have sponsorship, approval, characteristics, ingredients, uses or benefits that it does not have, in violation of Tenn. Code Ann. § 47-18-104(b)(5);

3.14 Respondents shall not directly or indirectly represent, state, promote, claim, advertise, or imply to any Tennessee consumer that Respondents have sponsorship approval, status, affiliation, or connection that Respondents do not have, in violation of Tenn. Code Ann. § 47-18-104(b)(5);

3.15 Respondents shall not directly or indirectly represent, state, promote, claim, advertise, or imply to any Tennessee consumer that their goods or services are of a particular standard, quality, or grade if such is not the case, in violation of Tenn. Code Ann. § 47-18-104(b)(7);

3.16 Respondents shall not represent, state, promote, claim, advertise, or imply that Respondents will provide goods or services to consumers which Respondents are prohibited by law from providing to Tennessee consumers;

3.17 Respondents shall not cause the likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of their goods or services, involving any Tennessee consumer in violation of Tenn. Code Ann. § 47-18-104(b)(2);

3.18 Respondents shall not cause the likelihood of confusion or misunderstanding as to their affiliation, connection, or association with, or certification by another, in a transaction involving any Tennessee consumer in violation of Tenn. Code Ann. § 47-18-104(b)(3);

C. Consumer Protection Act and Unauthorized Practice of Law

3.19 Respondents are strictly prohibited from directly or indirectly representing, stating, implying, promoting, or advertising in Tennessee that Evelyn Bess or Tina Harris or any employee of Divorce Relief is an "Attorney At Law," "Attorney," "Lawyer," or "legal" or using any term or phrase of similar import, unless that person possesses a current license to practice law in the State of Tennessee. Without limiting the scope of this section, Respondents are strictly prohibited from advertising by posting flyers offering legal services;

3.20 Respondents shall not directly or indirectly represent, state, promote, advertise, claim or imply that Respondents can provide "legal services" for Tennessee consumers, such as, but not limited to, "divorces," "wills" or term or phrase of similar import, if Respondents' employee preparing the document does not possess a valid license to practice law in the State of Tennessee at the time of promoting, offering, and providing the services;

3.21 Respondents have indicated that Divorce Relief has ceased operation. However, if at any time Respondents offer document preparation services similar in any way to those resulting in this Assurance, the Respondents shall notify the Attorney General in writing at least thirty (30) days prior to the initial offering of such services to Tennessee consumers. The notice to the Attorney General shall include, at a minimum, a complete copy of all advertisements of any type that might be seen by a Tennessee consumer, a copy of any contracts or agreements that Tennesseans will be required to execute, and all form copies of any documents that will be used to produce documents for Tennessee consumers. The Respondents understand that the State and this Honorable Court expressly rely upon Respondents' commitment to so notify the State, and if Respondents market services to Tennesseans and fails to notify the State as required, the State has the right to move to vacate or set aside this Order or request that the Respondents be held in contempt, if it so elects.

IV. RESTITUTION

4.1 Respondents have provided a copy of the attached Notice (Notice A) to all persons that have employed Respondents to provide legal services in the past or currently. This Notice was provided by First Class U.S. Mail to each persons' last known address. Attached as Exhibit A is a true and exact copy of the list of the name and address of all persons to whom this Notice was sent. Respondents shall abide by all terms set forth in the Notice. The Respondents understand that the State expressly relies upon this representation and if this representation is false, inaccurate or misleading the State has the right to move to vacate or set aside this Order or request that the Respondents be held in contempt, if it so elects. Respondents shall be prohibited from disseminating any contradictory or inconsistent notices to the one required to be distributed to his former clients attached as Exhibit A.

4.2 In the event any Tennessee consumers come forward before or after entry of this Assurance alleging that the consumer paid money to the Respondents for services, Respondents shall be required to provide restitution to that Tennessee consumer as set forth in paragraph 8.2.

4.3 Restitution shall be paid by providing a certified check made payable to the consumer receiving payment in the amount requested by the consumer(s). Said certified checks shall be provided as set forth in paragraph 8.2 of this Assurance.

4.4 Respondents shall pay all costs associated with the restitution process set forth herein.

4.5 Within six (6) months of entry of this Assurance and Order, Respondents shall file with the Attorney General the following information and shall supplement the information as is necessary:

- a. A report verifying and certifying that eligible consumers who have requested restitution have, in fact, received a full refund. Additionally, the Respondents shall verify and certify compliance with each provision of this Assurance of Voluntary Compliance and Agreed Order with respect to restitution.

- b. An alphabetical list of the name and address of each consumer who requested restitution, the amount of each consumer's refund, and the total amount of all refunds provided.

4.6 The Respondents shall inform each consumer who has requested a refund when the consumer will receive a refund. The notice will be given by forwarding Exhibit B to each consumer.

4.7 Within ten (10) days of receipt of a request from the Division of Consumer Affairs for evidence that a specific consumer or consumers have received restitution, Respondents shall provide any documents, books, and/or records necessary to establish to the satisfaction of the Director of the Division of Consumer Affairs that the restitution process complied with this Assurance and Agreed Order. These documents may include, but shall not be limited to, copies of the front and back of canceled checks used to provide restitution to consumers and records reflecting the identity of consumers that paid Respondents for services and the amounts those consumers paid the Respondents. The documents, books,

or records shall be physically turned over and provided to the Division of Consumer Affairs' office no later than ten (10) days from receipt of such request. This paragraph shall in no way limit the Attorney General's or the Division of Consumer Affairs' right to obtain documents, records, and/or testimony through any other state or federal law, regulation, or rule.

4.8 In the event Respondents are unable to locate consumers who are due a refund and who have requested a refund, those funds due such consumers shall be treated as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101, et seq. These funds may be delivered to the Treasurer prior to the statutory due date. The Respondents shall provide all information necessary to the State Treasurer's office to appropriately handle such funds as unclaimed property as set forth by statute and regulation.

V. PAYMENT OF ATTORNEYS' FEES AND COSTS TO THE STATE

5.1 Pursuant to Tenn. Code Ann. § 47-18-108(b)(4) and § 23-3-103(c)(1), Respondents shall pay the sum of Eight Hundred and 00/100 Dollars (\$ 800.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution, and monitoring for compliance of this matter, which may be used for consumer protection purposes or unauthorized practice of law purposes at the sole discretion of the Attorney General. Said payment shall be made as set forth in paragraph 8.

VI. TENNESSEE CONSUMER PROTECTION ACT CIVIL PENALTIES

6.1 Respondents shall pay the sum of Three Thousand and 00/100 Dollars (\$3,000.00) to the State of Tennessee as a civil penalty pursuant to Tenn. Code Ann. § 47-18-108(b)(3). Said payment shall be made as set forth in paragraph 8.4.

VII. UNAUTHORIZED PRACTICE OF LAW ACT CIVIL PENALTIES

7.1 Respondents shall pay the sum of Three Thousand and 00/100 Dollars (\$3,000.00) to the State of Tennessee as a civil penalty pursuant to Tenn. Code Ann. § 23-3-103(c)(1). Said payment shall be made as set forth in paragraph 8.4.

VIII. FORBEARANCE ON EXECUTION AND DEFAULT

8.1 No execution or garnishment on the monetary portion of this Assurance of Voluntary Compliance shall issue so long as Respondents make payment in accordance with paragraphs 8.2, 8.3 and 8.4 herein. In the event Respondents fail to make any such payment within twenty (20) days of their due date, the entire balance of this Assurance then remaining may be collected by execution, garnishment or other legal process, together with interest pursuant to Tenn. Code Ann. §47-14-121 from the date of entry of this Assurance. Respondents agree to pay attorneys' fees and costs associated with any such collection efforts.

8.2 Restitution payments required in paragraph 4.2 of this Assurance shall be made as follows: the Respondents shall pay one consumer the full amount entitled on the first day of the month following entry of this Assurance. The Respondents shall pay another consumer the entire amount due on the first day of the next consecutive month. Each consumer shall be paid on the first day of each month thereafter until each consumer requesting a refund has been paid. All payments shall be certified or cashiers checks made payable to that individual consumer with a copy forwarded to the State.

8.3 Payments required in paragraph 5.1 of this Assurance shall be made to the Consumer Protection Division, Office of Attorney General as follows: \$200.00 due the first day of the month immediately following the final payment to consumers as set forth in paragraph 8.2 of this Assurance. \$100.00 shall be paid on the first day of each month thereafter until the entire amount has been paid. All payments shall be certified or cashiers checks made payable to the "State of Tennessee-Attorney General".

8.4 Payments required in paragraphs 6.1 and 7.1 of this Assurance shall be made to the Consumer Protection Division, Office of Attorney General as follows: the entire amount will be due upon motion by the State that the Respondents have violated this Assurance in any way. If the State has a reason to believe that a violation of this Assurance has occurred, the State may move that the Respondents pay penalties as set forth in this Assurance. No payment of this part must be made until the State has a reason to believe that there has been a violation of this Assurance. The payments shall be certified or cashiers checks made payable to the "State of Tennessee-Attorney General". In the event any partial payment is made, the payments shall first be applied to the Attorney General's attorneys' fees and costs and once that obligation is complete payments shall be applied to the civil penalties.

8.5 Respondents are required to retain proof of all payments to the State in the form of canceled checks for each payment for a full 24 months following the final payment to the State. Respondents shall provide proof of all payments to the State within ten (10) days of a request for such information.

8.6 Respondents agree that any and all such sums are non-dischargeable in a bankruptcy proceeding given the same are punitive in nature.

IX. MONITORING AND COMPLIANCE

9.1 Upon request, Respondents agree to provide books, records, and documents to the State at any time, and further, to informally or formally under oath, provide testimony and other information to the State relating to compliance with this Assurance. Respondents shall make any requested information available within one (1) week of the request at the Office of the Attorney General in Nashville, Tennessee or at any other location within the State of Tennessee that is mutually agreeable in writing to the Respondents and the Attorney General. This section shall in no way limit the State's right to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

9.2 The State of Tennessee has the right to test shop Respondents for the purpose of confirming compliance with this Assurance and state law. The test shoppers are not required to disclose that they are

representatives of the State of Tennessee when making contact with the Respondents. Further, the State of Tennessee may record any or all aspects of its visit(s) or communications with the Respondents in audio or video form without notice to the Respondents.

X. PRIVATE RIGHT OF ACTION AND ACTIONS RESERVED BY THE STATE

10.1 Nothing in this Assurance shall be construed to affect any private right of action that a consumer or person may hold against the Respondents.

10.2 This Assurance is only between the State and Divorce Relief, Evelyn Bess and Tina Harris. This Assurance does not include any other employees or individuals who may have provided services or agreed to provide services to Tennessee consumers. The State expressly reserves the right to take action against any other individuals or businesses.

XI. PENALTIES FOR FAILURE TO COMPLY

11.1 Pursuant to Tenn. Code Ann. § 47-18-107(c), Respondents understand that upon execution and filing of this Assurance, any subsequent failure to comply with the terms hereof is prima facie evidence of a violation of the Tennessee Consumer Protection Act.

11.2 In addition to the penalties set forth in paragraph 8.4 for noncompliance, pursuant to Tenn. Code Ann. § 47-18-107(f), Respondents understand that any knowing violation of the terms of this Assurance shall be punishable by civil penalties of not more than One Thousand Dollars (\$1,000.00) for each violation, in addition to any other appropriate penalties and sanctions, including but not limited to, contempt sanctions and the imposition of attorneys' fees and civil penalties. Respondents agree to pay all court costs and reasonable attorneys' fees associated with any successful petitions to enforce this Assurance and Order against the Respondents.

11.3 Pursuant to Tenn. Code Ann. § 23-3-103(c)(4), any knowing violation of the terms of this Order shall be punishable by a civil penalty of not more than Two Thousand Dollars (\$2,000.00) per violation, in addition to any other appropriate relief, including but not limited to, contempt sanctions and the imposition of attorneys' fees and civil penalties.

XII. REPRESENTATIONS AND WARRANTIES

12.1 Respondents represent and warrant that the execution and delivery of this Assurance is its free and voluntary act, that this Assurance is the result of good faith negotiations, and that Respondents agree that the Assurance and terms hereof are fair and reasonable. The parties warrant that they will implement the terms of this Assurance in good faith. Further, the Respondents represent and warrant that no offers, agreements, or inducements of any nature whatsoever have been made to the Respondents by the State of Tennessee, its attorney, or any employee of the Attorney General's Office or the Division of Consumer Affairs, to procure this Assurance.

12.2 Respondents represent that signatories to this Assurance have authority to act for and bind the Respondents.

12.3 Respondents will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Assurance or for any other purpose which would otherwise circumvent any part of this Assurance or the spirit or purposes of this Assurance.

12.4 Neither Respondents nor anyone acting on their behalf shall state or imply or cause to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of the Respondents.

12.5 Acceptance of this Assurance by the State shall not be deemed approval by the State of any of Respondents' business practices.

12.6 Within thirty (30) days of the entry of this Assurance, Respondents shall submit a copy of this Assurance to each of their officers, directors, employees, and any third parties who act directly or indirectly on behalf of the Respondents as an agent, independent contractor, or who are involved in conducting business in the State of Tennessee. Within forty-five (45) days of entry of this Assurance, Respondents shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a copy of this Assurance.

12.7 Respondents, Evelyn Bess and Tina Harris, warrant and represent that they are the proper parties to this Assurance and Agreed Order. Respondents further acknowledge that the State expressly relies upon this representation and warranty, and that if it is false, misleading, deceptive, unfair, or inaccurate, the State has the right to move to vacate or set aside this Assurance and Agreed Order, and request that Respondents be held in contempt, if the State so elects.

12.8 Respondents warrant and represent that they are the true legal name of the individuals and entities entering into this Assurance of Voluntary Compliance and Agreed Order. Respondents understand that the State expressly relies upon this representation and if this representation is false, misleading, deceptive, unfair, or inaccurate, the State shall have the right to move to vacate or set aside this Assurance and Agreed Order, and request that Respondents be held in contempt, if the State so elects.

12.9 This Assurance and Agreed Order may only be enforced by the parties hereto.

12.10 The titles and headers to each section of this Assurance are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of this Assurance.

12.11 This Assurance shall not be construed against the "drafter" because both parties participated in the drafting of this document.

12.12 This Assurance and Agreed Order constitutes the complete agreement of the parties with regard to the resolution of the matters set forth in the State's Petition. This Assurance is limited to resolving only matters set forth in the State's Petition.

12.13 Nothing in this Assurance shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Assurance shall not bar the State or other governmental entity from enforcing laws, regulations, or rules against Respondents.

12.14 This Assurance shall be binding and effective against Respondents upon Respondents' execution of the Assurance. In the event the Court does not approve this Assurance, this Assurance shall be of no force and effect against the State of Tennessee.

12.15 Nothing in this Assurance constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

12.16 Respondents are aware of the right to counsel in this matter. If Respondents do not retain counsel, Respondents have expressly waived its right to have an attorney represent them in this matter at this time.

XIII. COMPLIANCE WITH ALL LAWS, REGULATIONS, AND RULES

13.1 Nothing in this Assurance and Order shall be construed as relieving Respondents of the obligation to comply with all state or federal laws, regulations, or rules.

XIV. FILING OF ASSURANCE

14.1 Upon the execution of this Assurance, the Attorney General shall prepare and file in the Chancery Court for Davidson County a Petition, Agreed Order, and this Assurance of Voluntary Compliance for the Court's approval. Respondents hereby waive any and all rights which they may have to be heard in connection with judicial proceedings upon the Petition. Respondents agree to pay all costs of filing such Petition, Assurance, and Agreed Order. Simultaneously with the execution of this Assurance, Respondents shall execute an Agreed Order. This Assurance is made a part of and is incorporated into the Agreed Order. The Respondents consent to the entry of this Assurance and Agreed Order without further notice.

XV. APPLICABILITY OF ASSURANCE TO RESPONDENTS AND THEIR SUCCESSORS

15.1 Respondents Evelyn Bess and Tina Harris agree that the duties, responsibilities, burdens and obligations undertaken in connection with this Assurance shall apply to them and each of the directors, managers, agents, assigns, representatives, employees, partners, subsidiaries, affiliates, parents, related

entities, joint venturers, persons or other entities they controls, manages, or operates, their successors and assigns, and to other persons or entities acting directly or indirectly on their behalf.

XVI. NOTIFICATION TO STATE

16.1 Any notices required by this Assurance shall be sent Certified Mail - Return Receipt Requested, by United States Mail or by any other nationally recognized courier service that provides tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State:

Jeffrey L. Hill
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
Fifth Avenue North, 2nd Floor
Nashville, Tennessee 37243
(615) 741-3549

For the Respondents:

Evelyn Bess
1066 McCrary Road
Lebanon, TN 37087
(615) 444-3183

Tina Harris
411 East Sunset
Drive
Lebanon, TN 37087
(615) 453-6905 425

The Respondents are required to provide the State with any changes of address ten (10) days prior to any change of address becoming effective.

16.2 For two (2) years following execution of this Assurance, Respondents shall notify the Office of the Attorney General, c/o Consumer Protection Division, 425 Fifth Avenue North, 2nd Floor, Nashville, Tennessee 37243, in writing, at least thirty (30) days prior to the effective date of any proposed changes in its business structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution of subsidiaries, or any other changes in Respondents' status that may effect compliance with obligations arising out of this Assurance.

XVII. COURT COSTS

17.1 All costs associated with the filing and distribution of this Assurance and any other incidental costs or expenses incurred thereby shall be borne by Respondents. No costs shall be taxed against the State as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to the State.